

George Gonzalez  
Chief Forester  
(203) 473 4663  
485 5675 - Assistant

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Street Tree ID  
600 S. Spring, 16<sup>th</sup> Floor  
LA 90064

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Chris Westhoff, Bsq.  
Los Angeles City  
Attorney Office  
County City Attorney  
200 N. Main, Room 1800  
City Hall East  
LA 90012  
(213) 485 6370

Boeing Realty Corporation  
4060 Lakewood Blvd., 6th Floor  
Long Beach, CA 90808-1700  
Telephone: (562) 627-3200  
FAX: (562) 627-3109

November 4, 1998  
BRC-SMS-317  
Delivered By Messenger

George Gonzalez  
Chief Forester  
Street Tree Division  
Bureau of Street Maintenance  
City of Los Angeles  
600 S. Spring Street, 10<sup>th</sup> Floor  
Los Angeles, California 90014

Chris Westhoff, Esq.  
Deputy City Attorney  
City of Los Angeles  
200 N. Main, Room 1800  
Los Angeles, California 90012

**RE: Covenant and Agreement  
Harbor Gateway Center**

Gentlemen:

Enclosed you will find a fully executed Covenant and Agreement concerning the maintenance of trees in the public right-of-way for the subject property. The changes incorporated into the agreement reflect the modifications in text negotiated by and between Mr. Westhoff and Mr. Dale Neal of Latham and Watkins (representing Boeing Realty Corporation). The original agreement has been submitted to Mr. Gonzalez for execution and recording with a copy to Mr. Westhoff.

Please contact me at (562) 627-3014 regarding any questions concerning the agreement. Please notify the undersigned after the agreement has been recorded. Thank you for your continued cooperation and assistance in this matter.

Very truly yours,



S. Mario Stavale  
Senior Project Manager

cc: Dale Neal, Esq. – Latham & Watkins  
Jeff Axtell – Vestar Development Company

Project Name: Harbor Gateway Center, Boeing Realty Corporation  
Address of Project Location: 19503 South Normandie Avenue, Los Angeles, CA  
Tract, Parcel Map, CPC, etc.: Parcel - Document 1720 in Book 40472, Page 23  
Contact Person: Bob Cunningham, Landscape Architect  
Address of Contact Person: 33282 Golden Lantern Street, Suite 201  
Dana Point, CA 92629  
Telephone Number: (714) 661-3998

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### **COVENANT AND AGREEMENT**

The undersigned hereby certifies that the Boeing Realty Corporation ("Boeing") is the Owner of the hereinafter legally described real property (the "Property") located in the City of Los Angeles, County of Los Angeles, State of California, described as follows: See attached Legal Description, Exhibit "A."

That in consideration of the approval by the City of Los Angeles' Bureau of Street Maintenance, Street Tree Division of the request by Boeing to allow Boeing to plant and maintain trees and other landscaping within, on, through and/or over the public street easement or right of way adjacent to the Property in lieu of said Street Tree Division being responsible for such maintenance, the undersigned does hereby promise, covenant, and agree to perform the work as set forth in the attached Maintenance Agreement (Exhibit "B"), which inures to the benefit of the City of Los Angeles (the "City").

The undersigned further agrees to:

1) Provide the City with \$1,000,000 liability insurance and shall provide annual proof of same. The City must be named as an additional insured on such insurance policy. The insurance policy shall provide that the City be notified by registered mail at least 30 days before the effective date of any expiration, cancellation or reduction in coverage. Failure to maintain the herein required insurance or to faithfully perform any other requirement of this agreement shall result in an assessment of \$400 per day, until resolved to the satisfaction of the Street Tree Division. This assessment shall be against the subject property's tax roll.

2) Indemnify and hold harmless the City, its officers, agents and employees, from and against all cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the public or other person and from and against all damage, loss or expense of whatsoever kind and nature sustained or incurred by the City by reason of this covenant and agreement in, on, through and/or over said easement or right of way of the City.

The undersigned hereby further agrees to assume, at its own expense, the defense of any of the aforesaid losses, damages or claims or of any action or actions based thereon.

3) Waive any right to make or prosecute any claim or demand against the City, or any of its Boards, Departments, Officers, Employees, or Agents for any damage that may occur to any of the street trees and other landscaping covered by this Covenant and Agreement or property adjacent to said street trees and other landscaping, or any other loss, damage, cost or expense suffered by the undersigned, caused in any manner by the City's actions in granting the undersigned the approval contained herein.

This Covenant And Agreement shall run with the land and shall be binding upon any future owners and encumbrancers of the Property, and their respective successors, heirs and assigns and shall continue in effect until the Street Tree Division of the City approves its termination.

Dated this 4th day of November, 19 98.

Name of Owner: Boeing Realty Corporation

Signature: 

Signature: 

Approved for recording by \_\_\_\_\_

Los Angeles City Street Tree Division, Department of Public Works.

Date: \_\_\_\_\_

(A true and certified copy of the record must be provided to the Division.)

Final approval of Covenant And Agreement by \_\_\_\_\_

Los Angeles City Street Tree Division, Department of Public Works.

Date: \_\_\_\_\_

State of California

County of Los Angeles

On November 4, 1998 before me, Dely De Leon, Notary Public, personally appeared Thomas J. Motherway personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Dely De Leon

Document: Covenant and Agreement - Harbor Gateway

State of California

County of Los Angeles

On November 4, 1998 before me, Dely De Leon, Notary Public, personally appeared Stephen J. Barker personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal

Dely de Leon

Document: Covenant and Agreement - Harbor Gateway

# EXHIBIT "A"

## LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF RANCHO SAN PEDRO, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY ADJOINING NORMANDIE AVENUE ON THE WEST, DISTANT NORTHERLY 780 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 9 IN BLOCK 72 OF TRACT 4983, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 58 PAGES 80 ET SEQ. OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID LOS ANGELES COUNTY, AS DESCRIBED IN THAT CERTAIN DEED TO THE UNITED STATES OF AMERICA, RECORDED AS DOCUMENT 1720 IN BOOK 40472 PAGE 23 OF OFFICIAL RECORDS, OF SAID LOS ANGELES COUNTY; THENCE WESTERLY ALONG THE LINE DESCRIBED IN PARCEL "A" OF SAID DEED RECORDED IN BOOK 40472 PAGE 23, OFFICIAL RECORDS PARALLEL WITH THE NORTH LINE OF SAID LOT 9 AND ITS PROLONGATIONS 1050 FEET; THENCE SOUTH  $0^{\circ} 02' 40''$  EAST ALONG THE LINE DESCRIBED IN SAID PARCEL "A" 780 FEET; THENCE NORTH  $89^{\circ} 59' 31''$  WEST ALONG THE LINE DESCRIBED IN SAID PARCEL "A" 1887.60 FEET TO THE EASTERLY LINE OF WESTERN AVENUE, 80 FEET WIDE, AS SHOWN ON RIGHT-OF-WAY FILED IN BOOK 52 PAGE 47 RECORDS OF SURVEY OF SAID LOS ANGELES COUNTY; THENCE NORTH  $0^{\circ} 22' 04''$  WEST 1230.35 FEET ALONG SAID EASTERLY LINE OF WESTERN AVENUE TO THE SOUTHWESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN PARCEL NO. 1 OF THE QUITCLAIM DEED OF HARVEY ALUMINUM, INC., IN BOOK D-586 PAGE 796, OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY, HAVING A BEARING OF SOUTH  $89^{\circ} 37' 56''$  WEST, AND A DISTANCE OF 10.00 FEET; THENCE NORTH  $89^{\circ} 37' 56''$  EAST, 10.00 FEET; THENCE CONTINUING ALONG THE LINE DESCRIBED IN PARCEL NO. 1 OF SAID DEED RECORDED IN BOOK D-586 PAGE 796 OF SAID OFFICIAL RECORDS SOUTH  $0^{\circ} 22' 04''$  EAST 172.51 FEET; THENCE NORTH  $89^{\circ} 37' 56''$  EAST, 6.55 FEET; THENCE SOUTH  $0^{\circ} 22' 04''$  EAST 84.12 FEET; THENCE SOUTH  $45^{\circ} 11' 14''$  EAST 158.41 FEET; THENCE NORTH  $89^{\circ} 59' 41''$  EAST 960.03 FEET TO THE SOUTHWEST CORNER OF PARCEL 2 OF SAID QUITCLAIM DEED IN BOOK D-586 PAGE 796; THENCE NORTH  $89^{\circ} 58' 11''$  EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL NO. 2, 33.60 FEET; THENCE ALONG THE EASTERLY LINE OF SAID

PARCEL NO. 2 NORTH  $0^{\circ} 02' 12''$  WEST 2731.90 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 403.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $39^{\circ} 15' 34''$  A DISTANCE OF 276.14 FEET TO A POINT, A RADIAL THROUGH SAID POINT BEARS NORTH  $50^{\circ} 56' 38''$  WEST, THENCE LEAVING SAID CURVE NORTH  $0^{\circ} 02' 44''$  WEST 161.13 FEET TO A POINT IN THE SOUTHERLY LINE OF 190TH STREET 66 FEET WIDE, AS SHOWN IN BOOK 52 PAGE 47 RECORD OF SURVEY OF SAID LOS ANGELES COUNTY, SAID POINT BEING THE NORTHEASTERLY CORNER OF PARCEL NO. 2 OF SAID QUITCLAIM DEED RECORDED IN BOOK D-586 PAGE 796; THENCE ALONG THE SOUTHERLY LINE OF 190TH STREET NORTH  $89^{\circ} 56' 46''$  EAST 1729.56 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID FIRST-MENTIONED 50-FOOT RIGHT-OF-WAY OF THE PACIFIC ELECTRIC RAILWAY COMPANY; THENCE ALONG SAID WESTERLY LINE OF SAID 50-FOOT RIGHT-OF-WAY SOUTH  $0^{\circ} 02' 40''$  EAST 3232.35 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT "B"**

### **MAINTENANCE AGREEMENT**

The Boeing Realty Corporation and its successors and assigns shall be responsible for planting the trees and other landscaping within, on, through and/or over the public street easement or right of way adjacent to the real property described in Exhibit "A" to this Covenant And Agreement and for maintaining such trees and other landscaping in accordance with the following terms and conditions:

#### **TREES:**

- The trees must be trimmed one time per year, sprayed, removed and replaced as needed to meet the satisfaction of the Street Tree Division of the City of Los Angeles, the Bureau of Street Maintenance and Board of Public Works.
- All trees must be watered once every twenty (20) days with a minimum of twenty (20) gallons of water per tree in the summer and otherwise in sufficient quantity to maintain proper root moisture.
- All trees must be staked and tied properly at all times.
- All trees should be checked regularly to prevent girdling of the tree trunk.
- All tree well covers/sidewalk must be maintained to coincide with the sidewalk grade with no vertical lips.
- All tree wells must be kept free of weeds and debris.
- The trees must be trimmed within 30 calendar days to reduce the trees' crown 1/3 of its height and size in an effort to increase the trunk and root system stability, and to ensure public safety at all times and as required by the Street Tree Division.
- If any emergency of any kind should occur, such as the tree uprooting or a limb falling onto private property or into the street area it shall be the responsibility of the property owner to eliminate all debris at no cost to the City of Los Angeles. This shall also include all damages or cost of injury if any should occur.

#### **MEDIANS AND PLANTERS:**

- All cost of said planting and removal, maintenance and repair of such landscaping and irrigation system located in the median area will be at the property owner's or agent's expense.



- All weeds and debris will be removed and hauled away as required by the Street Tree Division.
- All sprinklers and the irrigation lines will be maintained as required by the Street Tree Division.
- All dead plants will be removed and replaced as required by the Street Tree Division.
- All vegetation will be trimmed to clear the street and sidewalk at all times as required by the Street Tree Division.
- All vegetation will be trimmed and maintained to a height less than 36" above the street level at all times and as required by the Street Tree Division.
- All vegetation must be watered and fertilized to assure survival of all vegetation.
- All shrubs must be maintained as an individual shrub and be allowed to grow as a solid mat of vegetation.
- Control pests and disease continuously to provide a healthy environment for plants and public.

# GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF LOS ANGELES

Form Gen. 135 GE (R. 10.91)

SUBMIT IN DUPLICATE

1. ENDORSEMENT NO. 2. ISSUE DATE (MM/00/YY)

## 3. PRODUCER

Telephone

## 4. NAMED INSURED

## 5. POLICY INFORMATION:

Carrier:

Policy No.:

Policy Period:

COVERAGE TRIGGER (check one): ☐ Occurrence ☐ Claims Made  
Check ☐ if LOSS ADJUSTMENT EXPENSE is included in Limits

6. ☐ Deductible ☐ Self-Insured Retention (check which) of \$ \_\_\_\_\_  
with a stop loss cap of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
coverage. ☐ Per Occurrence ☐ Per Claim. (which)

7. APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:

CITY AGREEMENTS/PERMITS

## 8. TYPE OF INSURANCE

### GENERAL LIABILITY (check one)

☐ COMMERCIAL GENERAL LIABILITY (RETROACTIVE DATE)  
☐ COMPREHENSIVE FORM (1973 OCCURRENCE)

10. OTHER PROVISIONS: (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

## 9. COVERAGES

### LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE AGGREGATE

☐ PREMISES/OPERATIONS  
☐ UNDERGROUND & COLLAPSE HAZARD  
☐ PRODUCTS/COMPLETED OPERATIONS  
☐ CONTRACTUAL  
☐ INDEPENDENT CONTRACTORS

11. CLAIMS: Underwriter's representative for claims pursuant to this insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12. **ADDITIONAL INSURED.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.
13. **CONTRIBUTION NOT REQUIRED.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
14. **SEPARATION OF INSURED.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
15. **CANCELLATION NOTICE.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

## ENDORSEMENT HOLDER

### 16. CITY DEPARTMENT/BUREAU

BOARD OF PUBLIC WORKS  
ROOM 353, CITY HALL  
200 NORTH SPRING ST.  
LOS ANGELES, CA 90012

### 17. AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

I \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature \_\_\_\_\_  
(original signature required on copy furnished to the City Attorney)

Telephone: ( )

Date Signed 9/